IN THE HIGH COURT OF JUDICATURE AT BOMBAY

O. O. C. J.

WRIT PETITION NO.2085 OF 2001

Smt. Sunanda Wd/o Ramakant Desai ..Petitioner.

Vs.

Naigaum Co-operative Housing
Society Ltd. & anr. ..Respondents.

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Mr. P.K. Dhakephalkar with Mr. A.A. Kocharekar for the Petitioner.

Mr. Jawahar Thakkar with Mr. A.S. Karwande for Respondent No.1.

Mr. Niranjan Pandit for Respondent No.2.

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CORAM : DR.D.Y.CHANDRACHUD, J.

28th January, 2005.

P.C. :

After the Petition has been argued, counsel appearing on behalf of the Petitioner and for the First Respondent are agreed that the following order may be passed by consent as a

working arrangement between the parties :

(1) The impugned order dated 9th March, 2001 passed by the Assistant Registrar, Co-operative Societies, F/S Ward, Mumbai is quashed and set aside without going into the merits;

(2) The First Respondent shall within a period of two weeks from today furnish to the advocate appearing on behalf of the Petitioner details together with supporting bills showing the property taxes, ground rent and water charges that have been paid by the First Respondent in respect of Plot Nos.60D & 60F and the building situated thereon Dulaba Prasad since 1990 and which are liable to be paid by the Petitioner. The Petitioner agrees and undertakes to deposit in the Third Co-operative Court the entire amount on account of the arrears of property taxes, ground rent and water charges within a period of two weeks of being called upon to do so with requisite documentary material;

(3) The First Respondent would be at liberty to withdraw the aforesaid amount upon being deposited before the Third Co-operative Court at Mumbai;

(4) In so far as the future payments on account of property taxes, ground rent and water charges are concerned in respect of Plot Nos.60D and 60F and building Dulaba Prasad are concerned, the Petitioner agrees and undertakes to deposit property taxes and ground rent before the Co-operative Court within a period of two weeks of the First Respondent furnishing to the Petitioner intimation of the receipt of the bills. The First Respondent would upon the amounts being deposited be at liberty to withdraw the amount subject to the undertaking that this would be paid to the concerned statutory or as the case may be government authority or be utilized only for reimbursement of the amounts which have already been paid;

(5) The Petitioner agrees and undertakes to pay

the future water and electricity charges in respect of Plot Nos.60D and 60F and building Dulaba Prasad directly to the Municipal Corporation or to the BEST Undertaking;

(6) The hearing of Arbitration Case 1318 of 2002 before the Co-operative Court is expedited and the Co-operative Court is requested to endeavour to dispose of the aforesaid dispute preferably on or before 30th September, 2005;

(7) The amount of Rs.2 lacs which has been deposited in this Court in pursuance of the ad interim order dated 17th September, 2001 shall be transferred by the Prothonotary & Senior Master to the Third Co-operative Court to be credited in respect of the pending co-operative dispute viz. Arbitration Case 1318 of 2002. The aforesaid amount shall be duly appropriated towards adjustment of the amounts which the Petitioner is required to pay in pursuance of the clauses contained hereinabove;

(8) It is clarified that the arrangement which has been arrived at between the parties in the present case is without prejudice to their respective rights and contentions and none of the obligations which are imposed upon the parties by the present order shall be regarded as amounting to any admission or adjudication on the question of title;

(9) All the rights and contentions of the parties in the co-operative dispute are kept open including the objection of the Petitioner to the maintainability of the dispute to be urged in appropriate proceedings;

Since no other point has been pressed, the Writ Petition is accordingly disposed of.